Grand and Bona Fide Clearing Sale! Commercial Adbertiser.

SILKS&SATINS, DRY GOODS, CLOTHING, BOOTS & SHOES SUPREME COURT OF THE HAWAIIAN ISLANDS.—IN ADMIRALTY -AT THE-

GREAT EASTERN, 62 Fort St., H. A. P. Carter, Attorney-General, ad untertin, Commencing on Saturday, June 25th,

. The entire stock to be sold Without Reserve, and BELOW COST, the Proprietor, S. MAGNIN, being about to withdraw from the Retail Trade.

SILKS and SATINS, former price \$2.50 per yd. - Reduced to \$1.25 and \$1.35 per yd Woolen Dress Goods, former price 60c, - - - Reduced to 25 and 50 cents per yd with a large number of Chinese passengers on Cotton and Twilled Sheetings, 10-4, reduced to 40c. and 50c. per yard.

Double width Cassimeres, former price, \$3 per yd -- - Reduced to \$2.25 and that, thereupon, the vessel, her crew and Swiss Muslins, former price 40c per yard - - - Reduced to 20c Fine Victoria Lawns, former price, 50c per yard

Fine Window Curtains, former price, \$4 per pair

Reduced to \$1.75 and \$2 per pair

Reduced to \$1.75 and \$2 per pair

Unheard of Bargains in LADIES' & CHILDRENS' HOSE In all Colors.

WOOLEN SHAWLS, of all descriptions at prices that will defy competition.

A LARGE LINE OF CHILDRENS' PIQUE DRESSES.

At less than first cost, must be sold; no reserve,

Fine Crimean Shirts, all wool, usually sold for \$3,

A special line of LADIES' SILK PARASOLS and UMBRELLAS, Pearl, Shell and Ivory Handles, that heretofore have been considered bargains at \$4.50 each, now selling at from \$2.50 to \$3.50 each.

Lonsdale's soft finish White Cottons, 36 in. wide, former price 20c per yd, now selling for 15c.

MEN'S CLOTHING DEPARTMENT

Fine White Linen Front Shirts, former price \$2.50 ea, - Reduced to \$1.25 and \$1.50 ea A fine lot of French Calico Shirts at half cost.

Very superior and heavy Cashmere Shirts, former price \$4, now reduced to \$2 ea; This is a against Sin Chong & Co. to recover the said sum of \$5,119 50, to which they have pleaded, and that said action is for the same identical causes fine shirt for plantation and ranch wear.

THE LARGEST AND MOST COMPLETE ASSORTMENT OF CLOTHING

In the Hawaiian Islands. Gent's fine suits that have been selling for from \$25 to \$35 per suit, now reduced to from \$15 to \$22 per full suit.

Immense Reduction in Boys' Clothing.

MEN'S, LADIES' AND CHILDRENS' BOOTS AND SHOES, are a specialty with me, and no one in these Islands can sell under me. The styles and qualities with prices are too numerous to mention but I way state that FINE SHOES that are now selling at other.

Of the Interior and President of the Board of Health in consequence of the quarns to recover the sum of \$5,119.50 expended by the Board of Health in consequence of the quarntine of the Mee-Foo, and Ioo Ngawk to recover the sum of \$8,000 was given by the defendants.

The question is if this libel shall be abated by reason of the pendency of the suit at law.

In 1. Bacon's Abridgement, p. 29, the doctrine of In 2. B too numerous to mention, but I may state that FINE SHOES that are now selling at other places for \$6 and upwards, can be bought of me for \$3.50 to \$4. My stock is not old but new and was bought low for cash and as this is a bona fide Clearing Sale,

I DEFY COMPETITION,

I invite inspection of my goods the prices are so low that all who see them must buy. The attention of Jobbers and residents of the other Islands is earnestly desired. This is a FIRST CLASS opportunity to SECURE BARGAINS, as I am determined to close out my entire stock, WITHOUT REGARD TO COST. I cannot give a detailed list of the Bargains offered by me as it would more than fill this paper, but I assure customers that they will buy largely and satisfactorily if they will only come and inspect my goods and prices.

Remember the address. GREAT EASTERN, 62 Fort Street. S. MAGNIN.

Fine Pianos and Elegant Furniture JUST RECEIVED AT WELLS' MUSIC STORE.

Nos. 66 and 68 Fort Street, Honolulu, H. I.

Owing to the great depression in business on the Coast and in Eastern Cities and consequent hard times, Goods can now be bought for CASH LOWER THEN EVER Mee-Foo but who substituted their personal BEFORE. Having just returned from the centres of business, and I have taken advantage of all opportunities in the way of bargains offered by buying for SPOT CASH a large Stock of Goods, which I WILL SELL FOR CASH Cheaper than goods have ever been offered heretofore.

GREAT REDUCTIONS ALL ROUND!

Having purchased these Goods at extraordinary low figures, we give our Customers the benefit as will be seen by the following prices

FINE CHAMBER SETS, complete, (Imitation Walnut) - - - \$ 44,00 These Suits are the same kind and quality as those sold for \$80,

only Two Years ago.

SOLID WALNUT SUITS, full Marble-top, (formerly sold at \$125) - - - SOLID WALNUT SUITS, full Marble-top, (formerly sold at \$150) - - - -

Other Suits at different Prices with corresponding Reductions.

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THE ELEGANT PATENT SOFA BED, just out. Call & Examine. Pianos, Organs and Musical Merchandise of every Description. Alarm Cash Tills, Clocks, Jewelry, &c., &c., &c., &c.

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CABINET RUSTIC PICTURE FRAMES-Prices greatly reduced, \$2,50 per Dozen, 4 for \$1.

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Also, a Large Variety of BRACKETS, EASELS, MUSIC RACKS, WALL POCKETS, Etc., Etc.

Orders from the other Islands filled with dispatch. Thanking the Public for their very generous patronage in the past, I hope by close attention to business and a careful consideration

of the wants of the people, to merit a continuance of the same.

GEO. F. WELLS.

P. S.—Pianos and Organs Tuned and Repaired by a First-class Workman. Leave your Orders at Wells' Music Store, Nos. 66 14 years, and that as she has died without such Good References Given if Required ! 4 68 Fort Street.

BEFORE MR. JUSTICE JUDD, AT CHAMBERS.

This is a libel and information in Admiralty by the Attorney-General against the Chinese steamship " Mee-Foo," her tackle, apparel and furniture, alleging that this steamship arrived in board, some of whom were ill and suffering from the infectious and dangerous disease of small-pox, passengers were placed in quarantine by the Board of Health. That, thereupon, the vessel became liable to the Board of Health and the

to San Francisco, it was agreed that she might be released on condition that the Agents of the steamship, Messrs. Sin Chong & Co., and one Loo Ngawk, should enter into a bond to the Minister of the Interior, and the President of the Board of Health, in the sum of eight thousand dollars, to become void on the payment on demand of all expenses that might be incurred by the obligee of the bond, as he might deem rea-sonable and proper, in consequence of the existence on, or by reason of the introduction of, the small-pox by the said steamship. That the bond was executed and the steamship released. That the Board of Health have expended the sum of \$5,119 50 in consequence of the quar-

sum of \$5,119 50 in consequence of the quarantine, and payment of this sum has been demanded from the obligors of the bond, who have refused to pay. That the said steamship has returned to, and is now, in the port of Honolulu, and is by law charged with and liable to my this demand. The prayer is for attachment; for decree for the said sum of \$5,119 50, and that the ship be condemned and sold to pay this sum and costs. The vessel was attached, and released on the filing of a satisfactory bond. The answer the filing of a satisfactory bond. The answer of the Master, among other things, alleges that the libellant in this case did, on the 5th day of May, bring an action in the Supreme Court Reduced to \$1.75 of action in this suit mentioned, and prays that the libel may be dismissed.

An inspection of the record of the suit referred to, discloses that it is an action by the Minister of the Interior and President of the Board of

"The law abhors multiplicity of actions, and therefore whenever it appears on record that the plaintiff has sued out two writs against the same lefendant for the same thing, the second writ shall abate." It is further there said that " the second writ must plainly appear to be for the same thing." In the note to this text it is said, "By the same cause of action is meant what will be supported by the same evidence."

Chitty says, "In general the pendency of a former action must be pleaded in abatement."

Chitty, Pl. x 454. In Commonwealth vs 5 Mass. 174, Parson, C. J., says: "It is very well known that a man cannot bring a second action for the same cause, for which he has a prior action pending.

The argument is made for the libellant that these actions are not identical, that a bond was given to release the vessel, and that the condition in this bond to pay whatever expenses might be incurred in consequence of the small-pox being on the Mee-Foo has not been fulfilled, and the Government is remitted to its original condition and can now hold the steamship liable, as it could have primarily. It seems to me that the answer to this is the fact that the Government did accept a bond in lieu of holding the vessel and has brought its action on that bond to recover the money, and cannot now assume its original position. Are the actions identical? Both actions are brought by the Government, the first one by the Minister of the Interior and President of the Board of Health for the Government, and the second is a libel and information by the Attorney General in behalf of the King and Government. The first suit is against the obligors of the bond, who are the agents of the liability in place of the vessel. This libel is against the vessel herself. These differences are technical. The two actions are by the same party, the Government, to recover the same sum of money expended in the same behalf to-wit, the expenses incurred by the Pland of Health in consequence of the presence of the small-pox in

To apply the test given in Bacon's Abridgement, the evidence to support one case would

As I am of opinion that the previous action now pending is for the same thing as the one now before me, the present action must abate. A. Francis Juddy,

Honolulu, June 30th, 1881.

SUPREME COURT IN PROBATE.

Before Mr. Justice McCully.

In re, ESTATE-OF HENRY GORDON, DEC., INTESTATE.

In proceedings on the distribution of the estate to the heirs at law, one Anin claimed to be entitled to take share as the husband of Emmeline, dec., a daughter of the intestate. The claim of Anin is contested on the ground that his mar-riage was not valid for the reason that Emmeline was under the age of 14 when married. The marriage was solemnized in August 1880, when she was of the age of 12 and she died of small-pox in March 1881, being yet under 14 years of

The 1284th section of the Civil Code as amended in 1872 reads as follows. "In order to validate the marriage contract, it shall be necessary that the respective parties be not to each other within the fourth degree of consanguinity. That the male shall, at the time of contracting marriage be at least seventeen years of age, and the female at least fourteen years of age; that the man shall not have at the time a wife living; and that the woman shall not have at the time a husband living. It shall also be necessary to validate the marriage of native female subjects of these islands, with male foreigners coming here duly naturalized by taking the oath of allegiance,

and it shall in no case be lawful to marry in this

Kingdom without license for that purpose first btained from the agent duly authorized to grant licenses to marry, agreeably to the laws."

The 1313th section prevides that a marriage may be declared null for corresponding causes, among them is "2nd, that the parties or either of them had not attained the legal age of marriage." And in the 1314th section that "a suit to annul was under legal age may be brought by the parent or guardian entitled to the custody of such minor or by any person admitted by the Court to prosecute as the friend of such minor; but in no case shall such marriage be annulled on the application of a party who was of legal age at the time it was contracted, nor when it shall appear that the parties, after they attained the

legal age, had for any time freely cohabited as man and wife." The claimant contends that his marriage was not void but merely voidable, if a suit should be brought to annul it in the lifetime of his wife and if she should not have cohabited freely and my21 6m | annulment, whereby no annulment suit can be | a22 3m

brought, he must hold the relationship of husband

for ought, he must hold the relationship of husband for the purpose of taking of her estate.

The reason of the Statute which provides that a suit for annulment shall not be brought by the party who was of age to marry is plain, that he shall not take advantage of his own wrong. The marriage then may be confirmed, that is completed and made valid by voluntary cohabitation after reaching the legal age, without another solemnization. The provision for bringing suit for annulment is only limited by the negative of the party who was of age. Parents, guardians, the party who was of age. Parents, guardians, or any person admitted by the Court may bring the suit on behalf of the minor. Upon the judicial determination of the fact of non age the KINDS Court finds that the marriage was null, ab initio, that it had never been a valid marriage. And in this connection it may be observed that a penal Statute enacted in 1874, subsequent to the provisions of the Civil Code above cited makes sexual intercourse with any female of this Kingdom under the age of fourteen years an offense punishable by imprisonment at hard labor not less than three nor more than eighteen months, with no except on in favor of marriage.

Under the proceedings in a probate Court it

pecomes necessary to determine an alleged fact of marriage. If Anin takes in the distribution of this estate it is because he was legally married to Emmeline Gordon. He can only take on proof of a legal union with her. This Court must ascertain if he stands in an inheriting relation-ship, as well if he claims it by marriage as if the claim were by consanguinity. There can be no doubt that the question can be raised by any person interested in the distribution, and it has been raised in this case. The claimant argues that this marriage differs from some other invalid marriages in that it may become valid by lapse of time with the continued consent of the minor, while a marriage between parties within the prohibited degrees, say of brother and sister must always be invalid; and a marriage which was bigamy in the beginning would not be validated by the death or divorce of the first husband or wife and that this is therefore a valid marriage till it is pronounced invalid in a Court entertaining divorce matters. If this proposition is granted to be true so far as the status of the parties inter sese is concerned, and that their cohabitation could not be treated as illicit and adulterous, it is necessary now to pronounce affirmatively or negatively upon the legality of the marriage as it stood at the date of the death of Emmeline. There was a potentiality of a valid marriage here, that is if Emmeline survived to the age of 14 and continued of a mind to keep Anin for a husband. By Section 1319, upon the annulment of a marriage on account of non-age the issue shall be deemed to be in all respects the legitimate issue of the parent who at the time of the marriage was capable of contracting, leaving the legitimacy as to the other parent subject perhaps to the same result as to the marriage itself. In view of the above cited Statute provisions what is the force of the phrase, "In order to make valid the marriage contract it shall be necessary, &c?" It is clear that such a marriage is not simply void and without legal force, for the party who is of age is married as to the other party who is under age and as to their issue, which is legitimate to him. And it is clear that the marriage binds the minor until he or she dissent being yet under the age of consent. It is made a valid marriage by mere consent and cohabitation after arriving at age, without a new solemnization on a new license granted by an agent to grant marriage licenses. The previous ceremony and license are the license and ceremony which have married them, for the law of th Kingdom does not recognize a union by verba de

There is a clear distinction drawn in the Sta tutes between marriages void and voidable, but they are alike in this respect, that the fact on which a decree of nullity may be founded is one existing at the date of the marriage, and it is nothing depending on the conduct of the parties. Thus the fact of having an undivorced wife or has only to be found by the Court to procure a decree, although the previous husband or wife may have died or been divorced since the second marriage. A marriage incestuous, even without the knowledge of the parties contracting it must be dissolved whenever the fact appears to the

But a magriage voidable from non-age, cannot be made void by the party of age and it may be confirmed by the minor. The defect is curable. The phrase "to make valid," must then be inderstood to be consistent with the difference between void marriage and voidable marriageas to the latter it implies only that there is an existing condition which may procure an annulment of the contract.

Counsel for the heirs cite the case of Fornshill vs. Murray, from Vol. 18, of "American Decisions,"-a case heard by Bland, Chancellor of Maryland. It is an action against an adminis trator, wherein several persons claim as the children of one Mary, a sister of decedent. Against their claim it is set up that they were illegitimate, for the reason that their mother at the date of her marriage, had a lawful husband living in Ireland, whom she had deserted. The Court finds that by the English rule the validity of a marriage which is not absolutely void, but merely voidable, can only be drawn in question and determined in a suit instituted for that purcan only be done in the tifetime of the parties, as, by the deatd of husband or wife, the marriage is at an end, and that thereafter no judicial proceeding can be had in any Court for the purpose of declaring such a marriage null and void, for the purpose of bastardizing the saue of such marriage, or barring the husband of his courtesy or the widow of her dower. Co. Litt. 33. The Court would not therefore entertain a proceeding to bastardize the issue of the said Mary. But when the issue claim and found their title to recover essentially upon the validity of the marriage and their own legitimacy, it has Justice Supreme Court.

E. Preston for Libellant. A. S. Hartwell for Respondent.

Justice Supreme Court.

Respondent.

Of the marriage and their own regionacy, it has never been questioned that the Court might inquire into and decide upon the validity of the marriage or the fact of legitimacy; and thus accordingly the Court held that as the marriage

in question was not voidable but void, the issue of it could not take of the estate. But there should be a difference between a marriage "utterly void," as in the case cited. and a marriage merely voidable. This marriage was invalid only in that there was in it a fact, namely, want of age, upon which it could be made void, but it had not been so made. Following the cases cited in Fornshill vs. Murray, by the death of Emmeline the marriage is at an end, and cannot be annulled. The void-

ability of the marriage has closed by the death.

If this proposition is correct, it follows that Anin remains with the rights of a husband in his wife's estate. And it is ordered that Anin do take, as the

husband surviving, and without issue, of the said Emmeline Gordon, deceased. A. S. Hartwell for Anin, Castle & Hatch, for the heirs of Henry Gordon.

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